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**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re

CASH CLOUD, INC.,  
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN

Chapter 11

**DECLARATION OF CHRISTOPHER  
MCALARY IN SUPPORT OF DEBTOR'S  
MOTION FOR APPROVAL OF REJECTION  
OF UNEXPIRED LEASE WITH TSSP LLC  
PURSUANT TO 11 U.S.C. § 365(a) AND  
ABANDONMENT OF ANY PROPERTY  
THAT REMAINS AT PREMISES**

Hearing Date: OST Requested

Hearing Time: OST Requested

Estimated Time for Hearing: 20 Minutes

I, Christopher Andrew McAlary, declare as follows:

1. I am the Chief Executive Officer ("CEO") of Cash Cloud, Inc. dba Coin Cloud (the "Debtor" or "Cash Cloud"), debtor and debtor in possession in the above captioned chapter 11 case (the "Chapter 11 Case").

2. Except as otherwise indicated herein, this Declaration is based upon my personal knowledge. I am over the age of 18 and am mentally competent. If called upon to testify, I would

1 testify competently to the facts set forth in this Declaration.<sup>1</sup> I make this Declaration in support of  
 2 the Motion For Approval Of Rejection Of Unexpired Lease With TSSP LLC Pursuant To 11 U.S.C.  
 3 § 365(a) And Abandonment Of Any Property That Remains At Premises.

4 3. On February 7, 2023 (the “Petition Date”), the Debtor initiated its Chapter 11 Case by  
 5 filing a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the  
 6 “Bankruptcy Code”).

7 4. The Debtor intends to operate its business and manage its properties as a debtor-in-  
 8 possession under section 1107(a) and 1108 of the Bankruptcy Code.

9 5. I am advised by counsel that this Court has jurisdiction over this Chapter 11 Case  
 10 pursuant to 28 U.S.C. §§ 157 and 1334 and venue is proper in this United States Bankruptcy Court  
 11 for the District of Nevada pursuant to 28 U.S.C. §§ 1408 and 1409.

12 6. As described in greater detail in my Omnibus Declaration of Christopher Andrew  
 13 McAlary in Support of Emergency First Day Motions [ECF 19], the Debtor was formed as a  
 14 Nevada corporation for the purpose of providing a platform for customers to buy and sell digital  
 15 currencies through Digital Currency Machines (“DCMs”) distributed across the United States.  
 16 DCMs are an advanced version of the kiosks commonly referred to as Bitcoin ATMs or BTMs, that  
 17 enable a consumer to both (a) buy bitcoin as well as 30+ other digital currencies with cash, and (b)  
 18 sell digital currency for cash. All of the Debtor’s machines are DCMs offering two-way  
 19 functionality, over 30 digital currency options, an advanced user interface and a custom non-  
 20 custodial companion wallet app (available on the Apple App Store and the Google Play Store). As  
 21 of December 31, 2022, the Debtor operated approximately 4,800 DCMs, or kiosks, throughout the  
 22 United States and Brazil, installed in some of the largest convenience, grocery and liquor store  
 23 chains and prestigious malls.

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 28 <sup>1</sup> Unless otherwise defined herein, all capitalized terms have the meanings ascribed them in the Motion.

7. On or around July 12, 2021, the Debtor entered into an Office Lease ("Lease") with TSSP LLC ("TSSP"). A true and correct copy of a portion of the Lease, the Summary Of Basic Lease Information set forth on pages 1-4 of the Lease,<sup>2</sup> is attached to the Motion as **Exhibit 2**. Pursuant to the Lease, the Debtor rented approximately 75,588 square feet of real property located at 10190 Covington Cross Drive, Las Vegas, Nevada 89144 (the "Premises"). The Premises is the Debtor's headquarters.

8. The payment due under the Lease is currently in the approximate amount of \$102,000.00 per month, and this amount increases on a yearly basis. Under the Lease, the Debtor provided TSSP with a security deposit in the amount of \$352,961.67.

9. The term of the Lease is for one hundred two (120) months (and any number of days necessary to have the Lease Term expire on the Lease Expiration Date), commencing on August 1, 2021 and expiring on July 31, 2031, unless sooner terminated in accordance with the terms of the Lease.

10. In connection with its efforts to preserve and maximize the value of its estate through the prosecution of this case, the Debtor, in its business judgment, has determined that the Lease is financially burdensome and does not provide benefit to the estate. The Premises is no longer needed. Further, the Debtor seeks to avoid depletion of the estate through accrual of administrative expenses associated with the Lease. In addition, the Debtor has determined that there is no value in attempting to assume and assign the Lease. Thus, the Lease should be rejected, and such rejection is in the best interests of the Debtor, its estate, and its creditors.

11. The Debtor intends on vacating the Premises no later than February 28, 2023. Thus, the Debtor requests that rejection of the Lease be deemed effective no later than February 28, 2023.

12. The Debtor intends on having removed all property from the Premises as of February 28, 2023. However, in the event there is property remaining at the Premises ("Remaining Property"), the Debtor submits, in its business judgment, that it has determined that such Remaining Property is burdensome or of inconsequential value or benefit to the estate, and that abandonment is

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<sup>2</sup> Due to the large size of the Lease, the Debtor has only attached a portion of the Lease, pages 1-4, which sets forth the "Summary Of Basic Lease Information."

1 in the best interests of the Debtor, its estate, its creditors and other parties in interest. Thus, the  
2 Debtor requests that abandonment of any Remaining Property be deemed effective no later than  
3 February 28, 2023.

4 I declare, under penalty of perjury of the laws of the United States of America, that the  
5 foregoing statements are true and correct to the best of information, knowledge and belief.

6 Executed this 15th day of February, 2023 in Las Vegas, Nevada.

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8 /s/Christopher Andrew McAlary  
Christopher Andrew McAlary  
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